

8. Required End-Use Statement

The reference materials received will be used for the calibration of analytical instruments and/or certification of analytical method reliability. Any surplus or residues resulting from the use of these materials will be disposed of according to the proper procedures for disposal of nuclear materials.

Please provide a short description of the application for which the material will be used:

8a. Signature of Certifying Official:

8b. Title of Certifying Official

8c. Name and Address of User Facility:

Mail completed form to:

U.S. Department of Energy
New Brunswick Laboratory, Building 350
ATTN: Reference Materials Sales
9800 S. Cass Avenue
Argonne, IL 60439

TERMS AND CONDITIONS

This order for certified reference materials (CRMs) on the face hereof is placed in accordance with and subject to the following terms and conditions:

1. **Agreement for Cooperation** - The provisions of the Agreement for Cooperation between the Buyer Government and the U.S. Government concerning the civil uses of atomic energy shall apply to this transaction. ***This order is accepted ONLY when accompanied by a signed End-Use Statement. [Block 8]***
 2. **Title to Special Nuclear Materials** - To the extent that CRMs may contain or consist of special nuclear material, title to such special nuclear material shall pass to and vest in the Buyer Government at the time the special nuclear material leaves the jurisdiction of the United States of America.
 3. **Shipment and Payment** - CRMs covered by this order will be shipped in compliance with shipping regulations relevant to the particular type of material. Most CRMs are shipped FOB Argonne, Illinois, by air freight collect. However, in accordance with U.S. and International shipping and transportation regulations, specific plutonium CRMs must be shipped by sea, in which case the Buyer will be required to designate an experienced U.S. Agent (shipping or brokerage firm) as an intermediate consignee for the shipment. The New Brunswick Laboratory (NBL) will then pack the order for overseas shipment and forward it, FOB Argonne, Illinois to the Agent.
 - 3a. The NBL reserves the right to select those approved shipping containers, carriers, and modes of shipment which fully comply with Federal and international transportation regulations in effect at the time of shipment. When shipment requires the use of NBL-owned shipping containers, title to such containers shall remain with the U.S. Government. The Buyer will keep the container in good condition, will not use it for any materials other than the CRMs shipped herein, and will return the container to NBL, transportation prepaid, within 30 days from the date of receipt of the shipment.
 - 3b. The Buyers agrees to pay the U.S. Department of Energy (DOE) the CRM prices, applicable shipping container and/or demurrage fees, and transport fees established in accordance with the Department Pricing Policy and in effect on date of shipment.
- Payment for materials shipped shall be made in U.S. currency promptly upon receipt of invoice from the U.S. DOE. Terms are net 30 days.
- The Buyer shall pay interest on all amounts not paid within 30 days from date of invoice at the U.S. Treasury's current value of funds rate as stated on the invoice.
4. **Quantities** - The NBL reserves the right to limit CRM quantities and frequency of orders.
 5. **Limitation of Liability** - The Government shall not be liable for any special, indirect, incidental, or consequential damages, including but not limited to, injury or damage caused to person or property or loss of any kind whatsoever, resulting from fabrication, packaging, labeling, transportation, delay in filling the order, delay in delivery, or otherwise.
 6. **Exclusion of Warranties** - The Government expressly excludes all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.
 7. **Indemnification by Buyer** - Buyer agrees to indemnify and hold harmless the Government, and all persons acting on its behalf, from all liability to any person for injury or death of any person or damage or destruction of property arising out of this sale by the Government.
 8. **Cancellation by Government** - The Department reserves the right to cancel the order (a) in the event the buyer's license (where applicable) is suspended, cancelled, or revoked pursuant to the Atomic Energy Act of 1954 or (b) when cancellation of this order is determined to be necessary to the national defense and security of the United States.
 9. **No Assignment** - Neither this agreement nor any rights or interests herein shall be assigned or transferred by the buyer.
 10. **Complete Agreement** - This order is the complete and exclusive statement of the terms and conditions of this agreement.
 11. **Officials Not to Benefit** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this order, or to any benefit that may arise there from.
 12. **Disputes** - This order is subject to the Contract Disputes Act of 1978, 41 U.S.C. § 601 et seq. The provisions of 10 CFR, Part 624, are incorporated herein by reference.